



# City of Flandreau City Council Meeting

## Agenda

6:30 p.m., Monday  
June 15<sup>th</sup>, 2020  
Via Zoom Meeting  
1005 W. Elm Avenue  
Flandreau, SD

**Meeting called by:** Mayor Bonrud

**Type of meeting:** Regular

### Agenda topics

#### Pledge of Allegiance

Mayor Bonrud

- 2 Adopt Agenda
- 2 Approve Minutes – June 1<sup>st</sup>, 2020
- 2 Approve Minutes – June 12<sup>th</sup>, 2020 Board of Canvassers
- 2 Approve Bills for City

#### Visitors to be Heard

*Visitors to be Heard is the opportunity for persons to address the Council on items not on the Agenda. If the item can be handled administratively without Council action, the Mayor will refer it to the City Administrator. If the item requires Council action, it will be scheduled for an upcoming meeting. Persons wishing to comment on items on the Agenda shall request to speak following presentation of the agenda item and after the Mayor opens the item up for public comment.*

#### Presentation

- 5 River Area Project  
Emily Firman Pieper  
& Adrienne Brant  
James

#### Administrative Reports

- 5 Mayor's Report  
Mayor Bonrud
- 5 City Administrator's Report  
Jeff Pederson

Approve Administrative Reports

**Old Business**

None

**New Business**

10 Report from the Board of Canvassers for the Municipal Election

10 Community Center Re-Opening

5 Approve Solar Interconnection and Power Purchase Agreements with FSST and MRES for Small Renewable Generation

5 Authorize Mayor to Sign CARES Grant

2 Approve Materials Purchase from Moody County Bids

Council Comments

**Special notes:** Other business properly referred to the City Council.

Jeff Pederson  
City Administrator

**Distribution:**

Mayor Bonrud  
Alderman Bjerke  
Alderman Pesall  
Alderman Sutton  
Alderman Tufty  
Alderman Unger  
Alderman Whitman

Cc:  
Newspaper: Moody County Enterprise  
Radio: Carol Kiecksee  
City Attorney: Corey Bruning

Join Zoom Meeting:

<https://us02web.zoom.us/j/2106882313?pwd=UG1wM1BCYXlmMUZFT0NHQVNITHFsQT09>

Meeting ID: 210 688 2313

Password: COF@2492!

One tap mobile

+16699009128,,2106882313#,,1#,229251# US (San Jose)

+12532158782,,2106882313#,,1#,229251# US (Tacoma)

Meeting ID: 210 688 2313

Password: 229251

Find your local number: <https://us02web.zoom.us/u/kyO7BS9Px>

**CITY OF FLANDREAU  
1005 W. Elm Avenue  
Flandreau, SD 57028-1404**

**COUNCIL PROCEEDINGS  
June 1<sup>st</sup>, 2020**

The City Council of the City of Flandreau, South Dakota, met in regular session on Monday, June 1<sup>st</sup>, 2020 at 6:30 p.m. via Zoom Conference.

Present: Mayor Mark Bonrud. Aldermen: Brad Bjerke, Bob Pesall, Dan Sutton, Karen Tufty, Jason Unger, and Donald Whitman. Absent: None. Also present were City Administrator Jeff Pederson; Finance Officer Karen Gundvaldson; and Brenda Wade Schmidt, Moody County Enterprise.

The proposed agenda was reviewed. Motion by Tufty and seconded by Pesall to adopt the proposed agenda. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Bjerke and seconded by Unger to approve the minutes of May 11<sup>th</sup>, 2020. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Whitman and seconded by Unger to approve the minutes of May 18<sup>th</sup>, 2020. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Sutton and seconded by Tufty to allow the following claims for the City and to pay them: Payroll 5/20/2020: general, 14,950.38; 3<sup>rd</sup> penny, 237.80; water, 3,682.65; electric, 5,636.13; sewer, 3,296.39; airport, 143.83; solid waste, 410.91; Void (21308). (21309) AFLAC, supplemental insurance, 252.46; Ahlers Automotive, repairs, 20.00; Bobcat of Brookings, repairs, 555.44; Booster Publishing, advertising, 900.00; Border States Electric Supply, supplies, 551.50; Bruning & Lewis Law Firm, professional fees, 1,012.50; Cenex Fleetcard, gas/oil, 928.88; City of Flandreau-Petty Cash, supplies, 30.00; Dakota Pump & Control Co., repairs, 1,085.00; DGR Engineering, electric distribution improvements, 1,259.28; Ekern Home Equipment, repairs, 1,729.00; Elite Business Systems, contract, 360.76; Eng Services, contract, 13,602.07; Farmers Implement & Irrigation, supplies, 202.65; Fastenal Company, supplies, 1,954.80; Flandreau Flower Shoppe, flowers/planters, 100.00; Hansen-Thomas, curb & gutter, 1,020.41; Heiman, supplies, 1,108.45; Jonathan Popowski, refund, 45.14; Julie Brustad, refund, 81.87; Kittie Wade, refund, 28.91; Krull's Garage, repairs, 2,961.91; Mike or Jackie Skroch, refund, 216.00; Millborn Seeds, supplies, 68.75; Nina Good Shield, refund, 20.15; Office Peeps, supplies, 50.16; OnSolve, contract, 1,500.00; Patriot Electric, repairs/supplies, 2,238.90; Pitney Bowes-Purchase Powers, postage, 500.00; Principal Life Insurance Co., 1,167.73; Pulscher Brothers, remodel/bathroom/com center, 22,542.83; SD Dept. of Health Public Lab Services, test samples, 287.00; SD Retirement System, retirement, 9,586.74; SD Supplemental Retirement Plan, retirement, 322.31; Standard Insurance Co., life insurance, 276.59; Tyler Lumber Co., supplies, 370.32; Vast Broadband, phone/cable/internet, 909.18; Vision Service Plan, vision insurance, 242.97; (21346). Void (21347). The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

There were no Visitors to be Heard.

Mayor Bonrud stated he is pleased with the commitment made within the community and businesses to follow CDC guidelines and continue to social distance in an effort to prevent the spread of COVID-19.

City Administrator Jeff Pederson informed Council that work continues intermittently on the Zandt building; he will continue to monitor. Work has begun at Duncan Park for the concrete that will be poured soon for the skate park; a sign listing rules will be ordered and placed at the park as well. He is also investigating potential grant opportunities through a small private foundation that may provide funding for other amenities associated with the skate park. Remodeling of the women's restroom at the William J. Janklow Community Center is complete and is ADA compliant. Nuisance letters were mailed last week by Dave Miller, Code Enforcement Officer. Pederson asked Finance Officer Karen Gundvaldson to briefly update Council regarding safety measures that will be in place for the upcoming municipal election on June 9<sup>th</sup>. The summer recreation program began today with soccer camp; attendance was encouraging.

Motion by Unger and seconded by Pesall to approve the Administrative Reports. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Old Business: Prospective Resolution to Adjust Ordinance 596, An Emergency Ordinance to Address a Public Health Crisis by Implementing Certain Measures Which Have Been Deemed Necessary to Slow the Community Spread of COVID-19 (Coronavirus) was discussed. Since the Ordinance has expired, the general consensus was that residents and businesses should follow guidelines regarding safety and social distancing themselves and that a second emergency ordinance is not needed at this time. City Administrator Pederson indicated playgrounds will be reopened and camping will once again be allowed at the City Park. The William J. Janklow Community Center will remain closed for now; potential reopening will be discussed at the June 15<sup>th</sup> Council meeting.

Resolution 2020-03, A Resolution Approving Application for Local Bridge Removal Funds was presented. Numerous public comments, both for and against the demolition of the bridge, were heard. Motion by Bjerke and seconded by Whitman to approve Resolution 2020-03, A Resolution Approving Application for Local Bridge Removal Funds. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, and Whitman. Nays: Unger. Absent: None. Motion carried.

Motion by Unger and seconded by Pesall, that in consideration of the COVID-19 Pandemic, the assessment of late fees will be eliminated and utility services will not be disconnected for utility bills due during the month of June, with review to take place at the first meeting in July to determine whether the temporary policy should be extended for an additional period of time. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Bjerke and seconded by Unger authorizing the Mayor to sign Emergency Solutions Grant Program Certification for The Wholeness Center's proposed project. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

A bid opening was held on Wednesday, May 29<sup>th</sup>, 2020 at 1:30 p.m. for the concession stand at the City Park for the summer season 2020. One bid was received as follows:

Vonda Crow and Tom Hansen

\$100.00

Motion by Unger and seconded by Sutton to award the bid for the City Park Concession Stand for 2020 to Vonda Crow and Tom Hansen for \$100.00. The following members voted aye: Ejerke, Pesall, Sutton, Tufty, Whitman, and Unger. Nays: None. Absent: None. Motion carried.

Council Comments: Alderman Pesall indicated he feels the placement of a pedestrian bridge will demonstrate Council's resolve to refute any belief that institutional racism is harming the City. Alderman Unger stated he realizes the Crescent Street bridge issue that has been ongoing for ten years is a difficult one and he feels Council is trying to be opportunistic with funds that are currently available as they are not available on an annual basis; conversations will be ongoing and he encouraged those with questions contact him personally.

The Mayor declared the meeting adjourned at 7:55 p.m.

Mark Bonrud  
Mayor

ATTEST:

Jeff Pederson  
City Administrator

**CITY OF FLANDREAU**  
**1005 W. Elm Avenue**  
**Flandreau, SD 57028-1404**

**BOARD OF CANVASSERS**  
**June 12<sup>th</sup>, 2020**

The City Council, acting as the Board of Canvassers for the Municipal Election for the City of Flandreau, Moody County, South Dakota, convened on Friday, June 12<sup>th</sup>, 2020 at 4:00 p.m. at the City Council Chambers, 1005 W. Elm Avenue, Flandreau, SD.

Present: Mayor Mark R. Bonrud. Aldermen: Brad Bjerke, Bob Pesall, Dan Sutton, and Karen Tufty. Absent: Alderman Jason Unger and Alderman Donald Whitman. Also present was City Finance Officer Karen Gundvaldson.

The proposed agenda was reviewed. Motion by Pesall and seconded by Tufty to adopt the proposed agenda. The following members voted aye: Bjerke, Pesall, Sutton, and Tufty. Nays: None. Absent: Unger and Whitman. Motion carried.

The Poll Books of the Municipal Election held on June 9<sup>th</sup>, 2020 were canvassed with the following results:

<u>Mayoral Candidate</u>	<u>Ward 1</u>	<u>Wards 2 &amp; 3</u>	<u>Total</u>
Emily Firman Pieper	112	171	283
Daniel D. Sutton	118	212	330

Daniel D. Sutton was declared elected as Mayor for a four-year term.

The Poll Books of the Municipal Election held on June 9<sup>th</sup>, 2020 were canvassed with the following results:

<u>Alderman Candidate</u>	<u>Ward 1</u>	<u>Total</u>
Donald Whitman	31	31
Mark Ekern	161	161
Jeffrey C. Weigel	29	29

Mark Ekern was declared elected as Alderman for Ward One for a four-year term.

There being no contest for Alderman in Ward One, Karen Tufty, having filed a nominating petition for the two-year term, was declared elected as Ward One Alderman for a two-year term.

There being no contest for Alderman in Ward Two, Michael T. Fargen, having filed a nominating petition for the four-year term, was declared elected as Ward Two Alderman for a four-year term.

There being no contest for Alderman in Ward Three, Brad Bjerke, having filed a nominating petition for the four-year term, was declared elected as Ward Three Alderman for a four-year term.

Motion by Pesall and seconded by Bjerke to approve the Poll Books. The following members voted aye: Bjerke, Pesall, Sutton, and Tufty. Nays: None. Absent: Unger and Whitman. Motion carried.

Motion by Sutton and seconded by Tufty to adjourn at 4:20 p.m. The following members voted aye: Bjerke, Pesall, Sutton, and Tufty. Nays: None. Absent: Unger and Whitman. Motion carried.

Mark R. Bonrud  
Mayor

ATTEST:

Karen Gundvaldson  
Finance Officer

**CITY OF FLANDREAU**  
**Council Approval Report for First National Bank--500330**  
 (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	366	06/02/20	A-1 PORTABLE TOILETS, P.O. BOX 88504, SIOUX FALLS, SD, 57109	06/15/20	\$294.00	\$294.00	101-08-4240	Rentals	\$3,000.00	\$3,000.00
	50966	06/02/20	PORTABLE AND HANDICAP UNIT RENTAL- CAMPGROUND/PAVILLION-672-6/30, 2020	06/15/20	\$294.00	\$294.00				
	784	05/04/20	ALEX AIR APPARATUS, INC., 11897 CO. RD. 87 SE, ALEXANDRIA, MN, 56308-5426	06/15/20	\$724.00	\$724.00	101-03-4250	Repairs	\$9,000.00	\$7,426.56
	2744	05/04/20	COMPRESSOR SERVICE AND AIR QUALITY TEST	06/15/20	\$724.00	\$724.00				
	9	06/01/20	BIG SIOUX COMM WATER SYSTEM, 23343 479TH AVE, EGAN, SD, 57024-6438	06/15/20	\$53.15	\$53.15	101-08-4280	Utilities	\$7,000.00	\$5,143.26
	6-2020 PARK	06/01/20	WATER USAGE	06/15/20	\$15,520.00	\$15,520.00	602-31-4284	Water Purchases	\$200,000.00	\$140,129.66
	6-1-2020	06/01/20	WATER PURCHASE	06/15/20	\$48.75	\$48.75	606-11-4280	Utilities	\$5,000.00	\$2,792.94
	6-2020 AIRPORT	06/01/20	WATER USAGE	06/15/20	\$48.75	\$48.75				
	14	05/26/20	BORDER STATES ELECTRIC SUPPLY, NW 7235, P.O. BOX 1450, MINNEAPOLIS, MN, 55485-7235	06/15/20	\$544.96	\$544.96	603-31-4260	Supplies	\$15,000.00	\$7,700.72
	920027474	05/26/20	GROUND ROD NON THRD/CLAMP/15KV 1STR-1/0SOL	06/15/20	\$544.96	\$544.96				
	1877	06/10/20	BRENDA DOYLE, 104 W 1ST AVE, FLANDREAU, SD, 57028-1311	06/15/20	\$161.00	\$161.00	101-01-4299	Election Costs	\$700.00	\$76.40
	6-10-2020	06/10/20	MUNICIPAL ELECTION 6/9/2020	06/15/20	\$161.00	\$161.00				
	1213	05/28/20	BRUNING & LEWIS LAW FIRM, PLLC, P.O. BOX 347, 310 S. WIND STREET, FLANDREAU, SD, 57028-1738	06/15/20	\$1,012.50	\$1,012.50	101-01-4220	Professional Fees	\$10,750.00	\$1,662.50
	5-2020	05/28/20	PROFESSIONAL FEES	06/15/20	\$212.50	\$212.50	101-01-4294	COVID-19 Expenses	\$0.00	(\$2,308.30)
	5-2020	05/28/20	PROFESSIONAL FEES	06/15/20	\$125.00	\$125.00	101-02-4220	Professional Fees	\$1,250.00	\$887.50
	5-2020	05/28/20	PROFESSIONAL FEES	06/15/20	\$125.00	\$125.00				
	1700	05/28/20	CARDMEMBER SERVICES, PO BOX 306005, NASHVILLE, TN, 37230-6005	06/15/20	\$10.64	\$10.64	101-01-4260	Supplies	\$850.00	\$293.50
	5-2020	05/28/20	SUPPLIES	06/15/20	\$25.95	\$25.95	101-01-4260	Supplies	\$850.00	\$293.50
	5-2020	05/28/20	ADOBE PDF PACK/ZOOM	06/15/20	\$13.90	\$13.90	101-02-4260	Supplies	\$6,000.00	\$4,598.29
	5-2020	05/28/20	POSTAGE	06/15/20	(\$85.00)	(\$85.00)	101-02-4270	Travel/Conference	\$800.00	\$585.00
	5-28-2020	05/28/20	CONFERENCE-POLICE	06/15/20	\$97.38	\$97.38	101-04-4250	Repairs	\$7,500.00	\$2,733.29
	5-2020	05/28/20	REPAIRS	06/15/20	\$391.72	\$391.72	101-08-4260	Supplies	\$17,500.00	\$2,561.90
	5-2020	05/28/20	SUPPLIES	06/15/20	\$142.13	\$142.13	101-12-4260	Supplies	\$600.00	\$600.00
	5-2020	05/28/20	SUPPLIES	06/15/20	\$128.26	\$128.26	101-13-4260	Supplies	\$150.00	(\$25.38)
	5-2020	05/28/20	SUPPLIES	06/15/20	\$106.46	\$106.46	602-32-4260	Supplies	\$6,500.00	\$4,098.80
	5-2020	05/28/20	SUPPLIES	06/15/20	\$12.99	\$12.99	603-31-4260	Supplies	\$15,000.00	\$7,700.72
	5-2020	05/28/20	SUPPLIES	06/15/20	\$106.46	\$106.46	603-32-4260	Supplies	\$6,500.00	\$4,138.27
	5-2020	05/28/20	SUPPLIES	06/15/20	\$106.47	\$106.47	604-32-4260	Supplies	\$6,500.00	\$4,140.87

**CITY OF FLANDREAU**  
**Council Approval Report for First National Bank--500330**  
 (Council Approval Report)

Vendor		Description		Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
1122	CAROLYN JOHNSON, 619 E PIPESTONE AVE, FLANDREAU, SD, 57028-1310	06/10/20	MUNICIPAL ELECTION 6/9/2020	06/15/20	\$172.00	\$172.00	101-01-4299	Election Costs	\$700.00	\$76.40
						\$1,057.36				
1721	CINTAS, PO BOX 650838, DALLAS, TX, 75265-0838	06/08/20	MATS/BAR & KITCHEN TOWELS	06/15/20	\$162.16	\$162.16	101-10-4240	Rentals	\$2,500.00	\$2,013.52
4052504463		06/08/20	MATS/BAR & KITCHEN TOWELS	06/15/20	\$33.77	\$33.77	602-32-4240	Rentals	\$420.00	\$265.67
4052504463		06/08/20	MATS/BAR & KITCHEN TOWELS	06/15/20	\$33.77	\$33.77	603-32-4240	Rentals	\$420.00	\$265.67
4052504463		06/08/20	MATS/BAR & KITCHEN TOWELS	06/15/20	\$33.77	\$33.77	604-32-4240	Rentals	\$420.00	\$265.66
						\$263.47				
1038	CIVIL DESIGN INC, 609 MAIN AVENUE S, BROOKINGS, SD, 57006-3331	05/31/20	PROFESSIONAL FEES-CRESCENT W5 BRIDGE-51-147-097	06/15/20	\$3,000.00	\$3,000.00	101-04-4220	Professional Fees	\$500.00	\$312.50
15274										
1105	CLARK ENGINEERING CORPORATION, 1410 WEST RUSSELL STREET, SIOUX FALLS, SD, 57104-1328	05/21/20	PROJECT #X20025.001-PLANNING & ZONING REVIEWS-PROFESSIONAL SERVICES FROM APRIL 17-MAY 16, 2020	06/15/20	\$350.00	\$350.00	101-01-4220	Professional Fees	\$10,750.00	\$1,662.50
79729										
79730	PROJECT #X200025.002-SKATE PARK SPECIFICATIONS & TYPICAL DRAWING-PROFESSIONAL FROM APRIL 17-MAY 16,2020	05/21/20		06/15/20	\$875.00	\$875.00	101-01-4220	Professional Fees	\$10,750.00	\$1,662.50
1141	COLE'S PETROLEUM INC., 1200 S EGAN AVE, MADISON, SD, 57042-3601	05/07/20	AVIATION GAS-535 GALS @3.65	06/15/20	\$1,952.75	\$1,952.75	606-11-4263	Gas/Oil	\$1,900.00	\$1,379.10
43902										
337	CURT'S COLLISION CENTER, 1100 W 1ST AVE, FLANDREAU, SD, 57028-1000	05/21/20	REPAIR F BUMPER	06/15/20	\$98.50	\$98.50	101-02-4250	Repairs	\$10,000.00	(\$27.57)
24239										
						\$1,952.75				
584	CYBERCOACH, INC, 402 W PIPESTONE AVE, FLANDREAU, SD, 57028-1617	05/07/20	LABOR-INSTALLED NEW SSD HARD DRIVE	06/15/20	\$113.75	\$113.75	101-02-4250	Repairs	\$10,000.00	(\$27.57)
2153		05/12/20	LABOR-INSTALLED NEW WIRELESS MOUSE	06/15/20	\$22.99	\$22.99	101-02-4250	Repairs	\$10,000.00	(\$27.57)
2154		05/15/20	LABOR-RESET SIM CARD IN JEFF'S JETPACK	06/15/20	\$7.08	\$7.08	602-32-4250	Repairs	\$300.00	(\$694.14)
2155		05/18/20	LABOR-EXTENDED 2 NETWORK CABLES ON CRYSTAL'S PHONE	06/15/20	\$13.75	\$13.75	602-32-4250	Repairs	\$300.00	(\$694.14)
2156		05/15/20	LABOR-RESET SIM CARD IN JEFF'S JETPACK	06/15/20	\$7.09	\$7.09	603-32-4250	Repairs	\$300.00	(\$694.15)
2155		05/18/20	LABOR-EXTENDED 2 NETWORK CABLES ON CRYSTAL'S PHONE	06/15/20	\$13.75	\$13.75	603-32-4250	Repairs	\$300.00	(\$694.15)

**CITY OF FLANDREAU**  
**Council Approval Report for First National Bank--500330**  
 (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt.	Approved Amt.	Account Number	Account Description	Budgeted \$	YTD Balance
	2155	05/15/20	LABOR-RESET SIM CARD IN JEFF'S JETPACK	06/15/20	\$7.08	\$7.08	604-32-4250	Repairs	\$300.00	(\$694.13)
	2156	05/18/20	LABOR-EXTENDED 2 NETWORK CABLES ON CRYSTAL'S PHONE	06/15/20	\$13.75	\$13.75	604-32-4250	Repairs	\$300.00	(\$694.13)
	2146	05/01/20	LABOR-INSTALLED 20 AMP 12 VOLT AGM BATTERY CHARGER	06/15/20	\$427.49	\$427.49	606-11-4250	Repairs	\$2,500.00	\$1,950.26
	2147	05/06/20	LABOR-WORKED WITH SUPER AWOS TECH SUPPORT TO TROUBLESHOOT SYSTEM NOT BOOTING UP	06/15/20	\$127.50	\$127.50	606-11-4250	Repairs	\$2,500.00	\$1,950.26
	<b>29</b>		<b>EKERN HOME EQUIPMENT, INC., 815 2ND ST SOUTH, BROOKINGS, SD, 57006-3045</b>		<b>\$754.23</b>					
	161162	05/08/20	LABOR- AUGER SINK	06/15/20	\$79.00	\$79.00	101-02-4250	Repairs	\$10,000.00	(\$27.57)
	161003	05/01/20	LABOR-COPPER COUPLING/PIPE INSULATION/REPAIR LEAK	06/15/20	\$192.89	\$192.89	101-09-4250	Repairs	\$2,500.00	(\$3,142.89)
	160997	05/01/20	HOSE CLAMP/BRASS BUSHING	06/15/20	\$13.97	\$13.97	602-31-4260	Supplies	\$5,000.00	\$3,476.12
	161288	05/15/20	GALV PLUG	06/15/20	\$5.99	\$5.99	603-31-4260	Supplies	\$15,000.00	\$7,700.72
	161315	05/15/20	MIP X BARB	06/15/20	\$2.49	\$2.49	604-31-4260	Supplies	\$8,500.00	\$4,269.38
	<b>1208</b>		<b>FLANDREAU VETERINARY CLINIC, 200 S VETERANS ST, FLANDREAU, SD, 57028-1425</b>		<b>\$294.34</b>					
	56136	05/11/20	DASQUIN CANINE WITH MSM LARGE CT	06/15/20	\$71.49	\$71.49	101-02-4264	K-9 Expenses	\$2,250.00	\$1,644.91
	564254	05/18/20	SCIENCE DIET CANINE J/D 27LBS 8598	06/15/20	\$174.26	\$174.26	101-02-4264	K-9 Expenses	\$2,250.00	\$1,644.91
	<b>167</b>		<b>FSST, ATTN: RYAN KILLS A HUNDRED, P.O. BOX 283, FLANDREAU, SD, 57028-0283</b>		<b>\$245.75</b>					
	5-2020	05/29/20	FSST UTILITY TAXES COLLECTED - MAY 2020	06/15/20	\$436.84	\$436.84	603-00-2172	Tribal Utility Tax Payable	\$0.00	(\$3,423.88)
	5-2020	05/29/20	FSST UTILITY TAXES COLLECTED - MAY 2020	06/15/20	\$74.72	\$74.72	612-00-2172	Tribal Utility Tax Payable	\$0.00	(\$553.31)
	<b>1668</b>		<b>GILLESPIE OUTDOOR POWER EQUIPMENT, 1080 RUUD TRAIL STE 1, HARTFORD, SD, 57033-</b>		<b>\$511.56</b>					
	23623	06/05/20	VANGUARD BIG BLOCK EFI MOWER (S/N 19120002)	06/15/20	\$20,000.00	\$20,000.00	606-11-4340	Capital Outlay	\$0.00	\$0.00
	<b>1880</b>		<b>GRANICUS, DEPT CH-BOX 19634, PALATINE, IL, 60055-9634</b>		<b>\$20,000.00</b>					
	125029	03/30/20	GRANICUS ENCODING APPLIANCE SOFTWARE (GT)	06/15/20	\$3,768.00	\$3,768.00	101-01-4293	Contract/Agreement	\$54,250.00	\$47,916.70
	<b>50</b>		<b>HEIMAN INC., 25814 RUDOLPH AVE, SIOUX FALLS, SD, 57107-6443</b>		<b>\$3,768.00</b>					
	0888771-IN	05/21/20	LEATHER BOOTS	06/15/20	\$1,329.45	\$1,329.45	101-03-4340	Capital Outlay	\$20,000.00	\$19,657.35
	0888772-IN	05/21/20	LEATHER BOOTS	06/15/20	\$344.60	\$344.60	101-03-4340	Capital Outlay	\$20,000.00	\$19,657.35

**CITY OF FLANDREAU**  
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Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt.	Approved Amt.	Account Number	Account Description	Budgeted \$	YTD Balance
0888773-IN		05/21/20	HELMET W/TRAKLITE/BULLARD ADVENT HELMET	06/15/20	\$614.35	\$614.35	101-03-4340	Capital Outlay		\$20,000.00	\$19,657.35
1845		HYDRO KLEAN, 333 N.W. 49TH PLACE, DES MOINES, IA, 50313-2233				\$2,288.40					
70592		05/22/20	CLEAN MAIN LIFT STATION-AHLERS LIFT STATION	06/15/20	\$1,770.00	\$1,770.00	604-31-4250	Repairs		\$12,000.00	\$4,353.65
787		IOTT'S GREENHOUSE, 48720 225TS ST, WARD, SD, 57026-6923				\$1,770.00					
344		06/04/20	FLOWERS FOR PARK AT BANK	06/15/20	\$131.78	\$131.78	101-08-4260	Supplies		\$17,500.00	\$2,561.90
952		JOHN RYAN CONSTRUCTION, INC., , 48578 SD HWY 34, FLANDREAU, SD, 57028-6340				\$131.78					
587		06/08/20	LABOR AND MATERIALS TO COMPLETE SKATE PARK CONCRETE	06/15/20	\$24,999.80	\$24,999.80	101-08-4321	Minor Const/Improv/Land		\$17,000.00	\$17,000.00
1878		KARLA BJERKE, 610 W PARK AVE, FLANDREAU, SD, 57028-1535				\$24,999.80					
6-9-2020		06/10/20	MUNICIPAL ELECTION 6/9/2020	06/15/20	\$161.00	\$161.00	101-01-4299	Election Costs		\$700.00	\$76.40
65		M & T FIRE AND SAFETY, INC., P.O. BOX 167, VOLGA, SD, 57071-0167				\$161.00					
5728		05/29/20	BOOT/ROCKER LUG	06/15/20	\$481.00	\$481.00	101-03-4260	Supplies		\$8,000.00	\$2,052.06
5747		05/29/20	FLAT STREAM NOZZLE/ALUMINUM LADDER HOOK CARABINER/FOAM NOZZLE/ROCKER LUG	06/15/20	\$460.00	\$460.00	101-03-4260	Supplies		\$8,000.00	\$2,052.06
66		MAYNARDS OF FLANDREAU, P.O. BOX 344, FLANDREAU, SD, 57028-0344				\$941.00					
5-2020		05/21/20	SUPPLIES	06/15/20	\$33.03	\$33.03	101-02-4260	Supplies		\$6,000.00	\$4,599.29
5-2020		05/21/20	SUPPLIES	06/15/20	\$2.33	\$2.33	602-32-4260	Supplies		\$6,500.00	\$4,098.80
5-2020		05/21/20	SUPPLIES	06/15/20	\$2.33	\$2.33	603-32-4260	Supplies		\$6,500.00	\$4,138.27
5-2020		05/21/20	SUPPLIES	06/15/20	\$2.32	\$2.32	604-32-4260	Supplies		\$6,500.00	\$4,140.87
67		MID AMERICAN ENERGY, P.O. BOX 8020, DAVENPORT, IA, 52808-8020				\$40.01					
6-2020		05/27/20	GAS BILL	06/15/20	\$21.53	\$21.53	101-03-4280	Utilities		\$5,500.00	\$3,124.55
6-2020		05/27/20	GAS BILL	06/15/20	\$33.52	\$33.52	101-04-4280	Utilities		\$6,000.00	\$3,896.49
6-2020		05/27/20	GAS BILL	06/15/20	\$150.99	\$150.99	101-09-4280	Utilities		\$15,500.00	\$8,760.88
6-2020		05/27/20	GAS BILL	06/15/20	\$44.15	\$44.15	101-10-4280	Utilities		\$11,750.00	\$6,844.19
6-2020		05/27/20	GAS BILL	06/15/20	\$12.17	\$12.17	602-31-4280	Utilities		\$3,800.00	\$2,173.64
6-2020		05/27/20	GAS BILL	06/15/20	\$11.46	\$11.46	602-31-4280	Utilities		\$3,800.00	\$2,173.64
6-2020		05/27/20	GAS BILL	06/15/20	\$5.73	\$5.73	602-32-4280	Utilities		\$4,850.00	\$2,935.47
6-2020		05/27/20	GAS BILL	06/15/20	\$23.64	\$23.64	603-31-4280	Utilities		\$7,400.00	\$4,245.73

**CITY OF FLANDREAU**  
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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	6-2020	05/27/20	GAS BILL	06/15/20	\$11.46	\$11.46	603-32-4280	Utilities	\$5,600.00	\$3,463.78
	6-2020	05/27/20	GAS BILL	06/15/20	\$8.00	\$8.00	604-31-4280	Utilities	\$18,500.00	\$12,826.73
	6-2020	05/27/20	GAS BILL	06/15/20	\$12.89	\$12.89	604-31-4280	Utilities	\$18,500.00	\$12,826.73
	6-2020	05/27/20	GAS BILL	06/15/20	\$6.45	\$6.45	604-32-4280	Utilities	\$5,000.00	\$3,057.78
						\$341.99				
130	MOODY COUNTY AUDITOR, 101 E. PIPESTONE AVE. SUITE D, FLANDREAU, SD, 57028-1730									
4-2020	2ND QTR	04/01/20	2ND QTR FOR DISPATCH SERVICES-2020	06/15/20	\$14,790.00	\$14,790.00	101-02-4293	Contract/Agreement	\$62,000.00	\$44,659.75
						\$14,790.00				
33	MOODY COUNTY ENTERPRISE, PO BOX 71, FLANDREAU, SD, 57028-0071									
5-2020	05/31/20	VOTER REGISTRATION/MINUTES/ORDINANCE 597 & 598	06/15/20	\$352.69	\$352.69	101-01-4230	Publishing/Advertising	\$8,200.00	\$5,207.72	
5-2020	05/31/20	PARK STAND CONCESSION BID	06/15/20	\$17.10	\$17.10	101-08-4230	Publishing/Advertising	\$250.00	\$250.00	
5-2020	05/31/20	ANNUAL WATER REPORT	06/15/20	\$660.14	\$660.14	602-31-4230	Publishing/Advertising	\$500.00	\$500.00	
						\$1,029.93				
22	OFFICE PEEPS, INC., P.O. BOX 907, WATERTOWN, SD, 57201-0907									
899327-0	05/28/20	LABELS	06/15/20	\$6.67	\$6.67	602-32-4260	Supplies	\$6,500.00	\$4,098.80	
900573-0	06/09/20	CALC INK ROLL/MARKER/CART, TONER	06/15/20	\$25.65	\$25.65	602-32-4260	Supplies	\$6,500.00	\$4,098.80	
899327-0	05/28/20	LABELS	06/15/20	\$6.66	\$6.66	603-32-4260	Supplies	\$6,500.00	\$4,138.27	
900573-0	06/09/20	CALC INK ROLL/MARKER/CART, TONER	06/15/20	\$25.66	\$25.66	603-32-4260	Supplies	\$6,500.00	\$4,138.27	
899327-0	05/28/20	LABELS	06/15/20	\$6.66	\$6.66	604-32-4260	Supplies	\$6,500.00	\$4,140.87	
900573-0	06/09/20	CALC INK ROLL/MARKER/CART, TONER	06/15/20	\$25.65	\$25.65	604-32-4260	Supplies	\$6,500.00	\$4,140.87	
						\$96.95				
120	OTTERTAIL POWER COMPANY, P.O. BOX 2002, FERGUS FALLS, MN, 56538-2002									
6672	06/01/20	AIRPORT ELECTRIC	06/15/20	\$169.92	\$169.92	606-11-4280	Utilities	\$5,000.00	\$2,792.94	
						\$169.92				
576	PITNEY BOWES - LEASING, P.O. BOX 371887, PITTSBURGH, PA, 15250-7887									
3311296880	05/30/20	QTLY CHARGES FOR 6/30/2020-6/29/2020	06/15/20	\$168.21	\$168.21	602-32-4260	Supplies	\$6,500.00	\$4,098.80	
3311296880	05/30/20	QTLY CHARGES FOR 6/30/2020-6/29/2020	06/15/20	\$168.21	\$168.21	603-32-4260	Supplies	\$6,500.00	\$4,138.27	
3311296880	05/30/20	QTLY CHARGES FOR 6/30/2020-6/29/2020	06/15/20	\$168.21	\$168.21	604-32-4260	Supplies	\$6,500.00	\$4,140.87	
						\$504.63				
75	POSTMASTER, , , ,									
6-11-2020	06/11/20	POSTAGE FOR BILLING CARDS	06/15/20	\$88.33	\$88.33	602-32-4260	Supplies	\$6,500.00	\$4,098.80	
6-11-2020	06/11/20	POSTAGE FOR BILLING CARDS	06/15/20	\$88.34	\$88.34	603-32-4260	Supplies	\$6,500.00	\$4,138.27	
6-11-2020	06/11/20	POSTAGE FOR BILLING CARDS	06/15/20	\$88.33	\$88.33	604-32-4260	Supplies	\$6,500.00	\$4,140.87	
						\$265.00				
76	POWERS OIL COMPANY, 510 E. PIPESTONE AVE., FLANDREAU, SD, 57028-1841									
5-2020	05/31/20	DIESEL	06/15/20	\$263.80	\$263.80	101-04-4263	Gas/Oil	\$10,000.00	\$5,202.42	

**CITY OF FLANDREAU**  
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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	5-2020	05/31/20	GAS	06/15/20	\$126.29	\$126.29	101-08-4263	Gas/Oil	\$5,500.00	\$4,927.79
	5-2020	05/31/20	GAS	06/15/20	\$145.96	\$145.96	101-12-4263	Gas/Oil	\$1,000.00	\$969.31
	5-2020	05/31/20	GAS	06/15/20	\$23.95	\$23.95	606-11-4263	Gas/Oil	\$1,900.00	\$1,379.10
						\$560.00				
275	RAMSDELL F&M LTD, 308 S VETERANS ST., FLANDREAU, SD, 57028-1437									
346517	06/04/20 2,4-D AMINE 4 (AGRI STAR0/TOMAHAWK4#	06/15/20		06/15/20	\$164.60	\$164.60	101-08-4260	Supplies	\$17,500.00	\$2,561.90
						\$164.60				
128	RIVER'S EDGE COOPERATIVE, WEST HWY 32, 1100 W. PIPESTONE AVE., FLANDREAU, SD, 57028-1440									
5-2020	05/31/20 GAS/OIL	06/15/20		06/15/20	\$16.70	\$16.70	101-01-4263	Gas/Oil	\$500.00	\$442.97
5-2020	05/31/20 GAS/OIL	06/15/20		06/15/20	\$350.76	\$350.76	101-03-4263	Gas/Oil	\$3,000.00	\$1,686.30
5-2020	05/31/20 GAS/OIL	06/15/20		06/15/20	\$108.90	\$108.90	101-04-4263	Gas/Oil	\$10,000.00	\$5,202.42
5-2020	05/31/20 GAS/OIL	06/15/20		06/15/20	\$107.91	\$107.91	101-08-4263	Gas/Oil	\$5,500.00	\$4,927.79
5-2020	05/31/20 GAS/OIL	06/15/20		06/15/20	\$104.41	\$104.41	602-31-4263	Gas/Oil	\$2,000.00	\$1,389.67
5-2020	05/31/20 GAS/OIL	06/15/20		06/15/20	\$617.97	\$617.97	603-31-4263	Gas/Oil	\$6,000.00	\$4,537.90
5-2020	05/31/20 SUPPLIES	06/15/20		06/15/20	\$38.04	\$38.04	604-31-4260	Supplies	\$8,500.00	\$4,269.38
5-2020	05/31/20 GAS/OIL	06/15/20		06/15/20	\$104.41	\$104.41	604-31-4263	Gas/Oil	\$4,000.00	\$3,389.67
						\$1,449.10				
141	SD SUPPLEMENTAL RETIREMENT PLAN, , P.O. BOX 1098, PIERRE, SD, 57501-1098									
6-17-2020	06/17/20 SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	06/15/20		06/15/20	\$38.46	\$38.46	101-17-4135	Retirement-Special	\$1,000.00	\$576.94
6-17-2020	06/17/20 SUPPLEMENTAL RETIREMENT- LUCAS DAILEY	06/15/20		06/15/20	\$50.00	\$50.00	602-00-2166	Retire. Supplemental Pay	\$0.00	\$50.00
6-17-2020	06/17/20 SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	06/15/20		06/15/20	\$38.46	\$38.46	602-32-4135	Retirement-Special	\$1,000.00	\$576.94
6-17-2020	06/17/20 SUPPLEMENTAL RETIREMENT-RYAN SHERMAN	06/15/20		06/15/20	\$30.00	\$30.00	603-00-2166	Retire. Supplemental Pay	\$0.00	(\$60.00)
6-17-2020	06/17/20 SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	06/15/20		06/15/20	\$76.93	\$76.93	603-32-4135	Retirement-Special	\$2,000.00	\$1,153.77
6-17-2020	06/17/20 SUPPLEMENTAL RETIREMENT- LUCAS DAILEY	06/15/20		06/15/20	\$50.00	\$50.00	604-00-2166	Retire. Supplemental Pay	\$0.00	(\$50.00)
6-17-2020	06/17/20 SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	06/15/20		06/15/20	\$38.46	\$38.46	604-32-4135	Retirement-Special	\$1,000.00	\$576.94
						\$322.31				
236	SIoux VALLEY ENERGY, P.O. BOX 5512, SIOUX FALLS, SD, 57117-5512									
67047	05/21/20 ACCT 152050600 ELECTRIC	06/15/20		06/15/20	\$88.00	\$88.00	602-31-4280	Utilities	\$3,800.00	\$2,173.64
1945	05/11/20 83330101 SOLID WASTE/ELECTRIC	06/15/20		06/15/20	\$52.00	\$52.00	612-05-4280	Utilities	\$670.00	\$470.00
						\$140.00				
1570	SPARKLE CAR WASH, INC., 713 W 3RD AVE, FLANDREAU, SD, 57028-1503									
203481	05/31/20 WASHED VEHICLES	06/15/20		06/15/20	\$27.45	\$27.45	101-02-4260	Supplies	\$6,000.00	\$4,599.29

**CITY OF FLANDREAU**  
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Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
<b>\$27.45</b>											
102	STURDEVANT'S AUTO SUPPLY, 105 N. CRESCENT ST., FLANDREAU, SD, 57028-1236										
5-2020	05/31/20 SUPPLIES	06/15/20	\$4.50			\$4.50		101-03-4260	Supplies	\$8,000.00	\$2,052.06
5-2020	05/31/20 SUPPLIES	06/15/20	\$28.78			\$28.78		101-04-4260	Supplies	\$13,500.00	\$6,753.78
5-2020	05/31/20 SUPPLIES	06/15/20	\$48.32			\$48.32		101-08-4260	Supplies	\$17,500.00	\$2,561.90
5-2020	05/31/20 SUPPLIES	06/15/20	\$71.24			\$71.24		603-31-4260	Supplies	\$15,000.00	\$7,700.72
5-2020	05/31/20 SUPPLIES	06/15/20	\$65.95			\$65.95		604-31-4260	Supplies	\$8,500.00	\$4,269.38
<b>\$218.79</b>											
1876	TRITECH SOFTWARE SYSTEMS, 12709 COLLECTION CENTER DRIVE, CHICAGO, IL, 60693-0001										
278812	06/24/20 ANNUAL MAINTENANCE FEE-2020 TO 2021	06/15/20	\$6,513.31			\$6,513.31		101-00-1550	Prepaid Expense	\$0.00	\$0.00
278812	06/24/20 ANNUAL MAINTENANCE FEE-2020 TO 2021	06/15/20	\$9,118.65			\$9,118.65		101-02-5502	General Fund - FPD Zuer	\$15,500.00	\$9,296.87
282276	06/05/20 EBILLING MONTHLY TRANSACTIONS FEE (BILL #633)	06/15/20	\$1.55			\$1.55		602-32-4260	Supplies	\$6,500.00	\$4,098.80
282276	06/05/20 EBILLING MONTHLY TRANSACTIONS FEE (BILL #633)	06/15/20	\$1.55			\$1.55		603-32-4260	Supplies	\$6,500.00	\$4,138.27
282276	06/05/20 EBILLING MONTHLY TRANSACTIONS FEE (BILL #633)	06/15/20	\$1.54			\$1.54		604-32-4260	Supplies	\$6,500.00	\$4,140.87
<b>\$15,636.60</b>											
112	VERIZON WIRELESS, P.O. BOX 25506, LEHIGH VALLEY, PA, 18002-5506										
9855385244	05/25/20 MOBILE JET PACKS	06/15/20	\$193.93			\$193.93		101-02-4280	Utilities	\$11,500.00	\$6,930.12
9855385244	05/25/20 MOBILE JET PACKS	06/15/20	\$25.34			\$25.34		602-32-4280	Utilities	\$4,850.00	\$2,935.47
9855385244	05/25/20 CELL PHONE	06/15/20	\$36.08			\$36.08		603-31-4280	Utilities	\$7,400.00	\$4,245.73
9855385244	05/25/20 MOBILE JET PACKS	06/15/20	\$25.34			\$25.34		603-32-4280	Utilities	\$5,600.00	\$3,463.78
9855385244	05/25/20 MOBILE JET PACKS	06/15/20	\$25.34			\$25.34		604-32-4280	Utilities	\$5,000.00	\$3,057.78
<b>\$306.03</b>											
907	WAXDAHL NAPA PLUS LLC, 101 S CRESCENT ST, FLANDREAU, SD, 57028-1716										
157582	05/01/20 1987 FORD TRUCK CARBURETOR KIT/FLOAT	06/15/20	\$102.60			\$102.60		101-03-4250	Repairs	\$9,000.00	\$7,426.56
157940	05/13/20 CLEVIS ASSEMBLY	06/15/20	\$1.51			\$1.51		101-03-4250	Repairs	\$9,000.00	\$7,426.56
158187	05/22/20 PLIER	06/15/20	\$22.13			\$22.13		603-31-4260	Supplies	\$15,000.00	\$7,700.72
<b>\$126.24</b>											
207	WESCO, LOCKBOX #771751, 1751 SOLUTIONS CENTER DR, CHICAGO, IL, 60677-1007										
486679	05/27/20 LED STREET LIGHT/EC SERIES	06/15/20	\$9,120.00			\$9,120.00		603-31-4261	Supplies-Street Light	\$15,000.00	\$10,589.72
<b>\$9,120.00</b>											
1879	WYSS ASSOCIATES, INC., 728 SIXTH STREET, RAPID CITY, SD, 57701-3670										
21090	05/29/20 FLANDREAU GC FLOOD MITIGATION-PROFESSIONAL FEE	06/15/20	\$7,050.00			\$7,050.00		101-04-4220	Professional Fees	\$500.00	\$312.50
<b>\$7,050.00</b>											

**CITY OF FLANDREAU**  
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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
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**Total Bills To Pay:** \$134,690.35

**CITY OF FLANDREAU**  
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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	1145		DAKOTACARE, PO BOX 7406, SIOUX FALLS, SD, 57117-7406							
	5-8-2020	05/08/20	HEALTH INSURANCE	05/08/20	\$8,674.49	\$8,674.49	101-00-2169	Health Insurance Payable	\$0.00	(\$4,876.53)
	5-8-2020	05/08/20	MISC	05/08/20	\$11.44	\$11.44	101-01-4901	Miscellaneous	\$1,000.00	(\$265.92)
	5-8-2020	05/08/20	HEALTH INSURANCE	05/08/20	\$235.07	\$235.07	211-00-2169	Health Insurance Payable	\$0.00	(\$235.01)
	5-8-2020	05/08/20	MISC	05/08/20	\$0.31	\$0.31	211-10-4901	Miscellaneous	\$0.00	(\$2.12)
	5-8-2020	05/08/20	HEALTH INSURANCE	05/08/20	\$2,303.71	\$2,303.71	602-00-2169	Health Insurance Payable	\$0.00	(\$2,303.69)
	5-8-2020	05/08/20	MISC	05/08/20	\$3.04	\$3.04	602-31-4901	Miscellaneous	\$500.00	\$483.24
	5-8-2020	05/08/20	HEALTH INSURANCE	05/08/20	\$4,090.26	\$4,090.26	603-00-2169	Health Insurance Payable	\$0.00	(\$2,209.58)
	5-8-2020	05/08/20	MISC	05/08/20	\$5.77	\$5.77	603-31-4901	Miscellaneous	\$1,000.00	\$827.37
	5-8-2020	05/08/20	HEALTH INSURANCE	05/08/20	\$2,301.20	\$2,301.20	604-00-2169	Health Insurance Payable	\$0.00	(\$2,301.20)
	5-8-2020	05/08/20	MISC	05/08/20	\$3.03	\$3.03	604-31-4901	Miscellaneous	\$300.00	\$283.30
	5-8-2020	05/08/20	HEALTH INSURANCE	05/08/20	\$112.83	\$112.83	606-00-2169	Health Insurance Payable	\$0.00	(\$112.85)
	5-8-2020	05/08/20	HEALTH INSURANCE	05/08/20	\$169.25	\$169.25	612-00-2169	Health Insurance Payable	\$0.00	(\$169.27)
						<b>\$17,910.40</b>				
151			EFTPS, , , ,							
5-15-2020	05/15/20	05/15/20	PAYROLL TAXES	05/15/20	\$4,192.97	\$4,192.97	101-00-2162	Payroll Taxes Payable	\$0.00	(\$10,562.96)
5-6-2020	05/06/20	05/06/20	PAYROLL TAXES	05/06/20	\$6,361.15	\$6,361.15	101-00-2162	Payroll Taxes Payable	\$0.00	(\$10,562.96)
5-15-2020	05/15/20	05/15/20	PAYROLL TAXES	05/15/20	\$75.71	\$75.71	211-00-2162	Payroll Taxes Payable	\$0.00	(\$149.25)
5-6-2020	05/06/20	05/06/20	PAYROLL TAXES	05/06/20	\$73.54	\$73.54	211-00-2162	Payroll Taxes Payable	\$0.00	(\$149.25)
5-15-2020	05/15/20	05/15/20	PAYROLL TAXES	05/15/20	\$1,080.53	\$1,080.53	602-00-2162	Payroll Taxes Payable	\$0.00	(\$2,135.82)
5-6-2020	05/06/20	05/06/20	PAYROLL TAXES	05/06/20	\$1,055.29	\$1,055.29	602-00-2162	Payroll Taxes Payable	\$0.00	(\$2,135.82)
5-15-2020	05/15/20	05/15/20	PAYROLL TAXES	05/15/20	\$1,769.26	\$1,769.26	603-00-2162	Payroll Taxes Payable	\$0.00	(\$3,664.99)
5-6-2020	05/06/20	05/06/20	PAYROLL TAXES	05/06/20	\$1,895.73	\$1,895.73	603-00-2162	Payroll Taxes Payable	\$0.00	(\$3,664.99)
5-15-2020	05/15/20	05/15/20	PAYROLL TAXES	05/15/20	\$949.17	\$949.17	604-00-2162	Payroll Taxes Payable	\$0.00	(\$1,880.74)
5-6-2020	05/06/20	05/06/20	PAYROLL TAXES	05/06/20	\$931.57	\$931.57	604-00-2162	Payroll Taxes Payable	\$0.00	(\$1,880.74)
5-15-2020	05/15/20	05/15/20	PAYROLL TAXES	05/15/20	\$36.31	\$36.31	606-00-2162	Payroll Taxes Payable	\$0.00	(\$77.47)
5-6-2020	05/06/20	05/06/20	PAYROLL TAXES	05/06/20	\$41.16	\$41.16	606-00-2162	Payroll Taxes Payable	\$0.00	(\$77.47)
5-15-2020	05/15/20	05/15/20	PAYROLL TAXES	05/15/20	\$95.30	\$95.30	612-00-2162	Payroll Taxes Payable	\$0.00	(\$179.40)
5-6-2020	05/06/20	05/06/20	PAYROLL TAXES	05/06/20	\$84.10	\$84.10	612-00-2162	Payroll Taxes Payable	\$0.00	(\$179.40)
						<b>\$18,641.79</b>				
71			MISSOURI BASIN MUNICIPAL POWER AGENCY/S-1, , , ,							
5/8/2020	05/23/20	05/23/20	ELECTRIC ENERGY	05/23/20	\$85,484.90	\$85,484.90	603-30-4341	MRES/WAPA/PWR Cost	\$1,530,000.00	\$1,046,575.00
						<b>\$85,484.90</b>				
93			SD STATE TREAS-SALES TAX, DEPT. OF REVENUE & REGULATIONS, P.O. BOX 5055, SIOUX FALLS, SD, 57117-5055							
4-30-2020	05/15/20	05/15/20	STATE SALES TAX	05/15/20	\$0.62	\$0.62	101-00-2170	Sales Taxes Payable	\$0.00	(\$7.03)
4-30-2020	05/15/20	05/15/20	STATE SALES TAX	05/15/20	\$7,912.32	\$7,912.32	603-00-2170	Sales Taxes Payable	\$0.00	(\$14,617.91)
4-30-2020	05/15/20	05/15/20	STATE SALES TAX	05/15/20	\$5.63	\$5.63	606-00-2170	Sales Taxes Payable	\$0.00	(\$11.26)
4-30-2020	05/15/20	05/15/20	STATE SALES TAX	05/15/20	\$898.70	\$898.70	612-00-2170	Sales Taxes Payable	\$0.00	(\$1,798.41)
						<b>\$8,817.27</b>				

**CITY OF FLANDREAU**  
**Council Approval Report for First National Bank--500330**  
 (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	109		US DEPARTMENT OF AGRICULTURE, . . .							
	5-4-2020	05/04/20	2001 WATER BOND PAYMENT PRINCIPAL	05/04/20	\$1,213.30	\$1,213.30	602-40-4708	Principal - 2000 Water Bo	\$14,653.00	\$9,849.92
	5-4-2020	05/04/20	2001 WATER BOND PAYMENT INTEREST	05/04/20	\$2,167.70	\$2,167.70	602-40-4709	Interest - 2000 Water Bo	\$25,920.00	\$17,199.08
						<b>\$3,381.00</b>				
	1856		US DEPT OF AGRICULTURE--WATER/SEWER, . . .							
	5-8-2020	05/08/20	2019 WATER BOND PRINCIPAL	05/08/20	\$3,230.26	\$3,230.26	602-40-4716	Principal - 2019 Water Bo	\$60,037.00	\$47,179.64
	5-8-2020	05/08/20	2019 WATER BOND INTEREST	05/08/20	\$5,012.74	\$5,012.74	602-40-4717	Interest - 2019 Water Bo	\$38,880.00	\$18,765.36
	5-8-2020	05/08/20	2019 SEWER BOND (1) PRINCIPAL	05/08/20	\$4,582.46	\$4,582.46	604-40-4718	Principal - 2019 Sewer B	\$85,162.00	\$66,922.50
	5-8-2020	05/08/20	2019 SEWER BOND (1) INTEREST	05/08/20	\$7,110.54	\$7,110.54	604-40-4719	Interest - 2019 Sewer Bo	\$55,155.00	\$26,622.50
	5-8-2020	05/08/20	2019 SEWER BOND (2) PRINCIPAL	05/08/20	\$608.17	\$608.17	604-40-4728	Principal - 2019 Sewer B	\$11,293.00	\$8,872.30
	5-8-2020	05/08/20	2019 SEWER BOND (2) INTEREST	05/08/20	\$942.83	\$942.83	604-40-4729	Interest - 2019 Sewer Bo	\$7,320.00	\$3,536.70
						<b>\$21,487.00</b>				
						<b>\$155,722.36</b>				

**Total Bills To Pay:**

# Agenda Action Form Flandreau City Council

Meeting Date: 6/15/2020

**Title:** Report on the Official Canvass of the Municipal Election

Motion       Resolution       Ordinance       Other

**Background Information:** The Mayor and Aldermen for the City of Flandreau, who serve as the Board of Canvassers because of their positions on the governing body in the jurisdiction of Flandreau, met on Friday, June 12<sup>th</sup> to review the returns from the Municipal Election held on Tuesday, June 9<sup>th</sup>. Upon review of the documents provided by the Election Board, the Board of Canvassers declared the results of the Municipal Election to be as follows:

- Mayor for a term of four years – Daniel D. Sutton
- Alderman, First Ward for a term of four years – Mark Ekern
- Alderman, First Ward for a term of two years – Karen Tufty (unopposed)
- Alderman, Second Ward for a term of four years – Michael Fargen (unopposed)
- Alderman, Third Ward for a term of four years – Brad Bjerke (unopposed)

**Justification:** Per SDCL 5:02:17:12

**Financial Consideration:** None

**Attachments:** Official Canvass Sheet

**OFFICIAL CANVASS SHEET**

5:02:17:11. Official canvass sheet - Municipalities, school districts, and other local jurisdictions. The official canvass sheet used by the governing body of a municipality, school district, or other local jurisdiction to canvass an election shall be in the following form:

Date of Election: June 9<sup>th</sup>, 2020

Type of Election: Municipal – Mayor and Alderman Ward One (1)

Jurisdiction: City of Flandreau

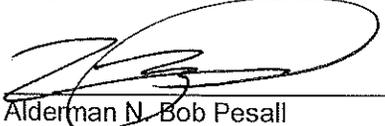
OFFICE	Mayor	Mayor	Alderman	Alderman	Alderman
Name of Candidates	PIEPPER	SUTTON	WHITMAN	EKER	WEIGEL
Wards					
Ward 1	112	118	31	161	29
Wards 2 and 3	171	212			
<b>Totals</b>	<b>283</b>	<b>330</b>			

STATE OF SOUTH DAKOTA )  
 ) SS  
 COUNTY OF MOODY )

We, Mark R. Bonrud, Brad Bjerke, N. Bob Pesall, Dan Sutton, Karen Tufty, Jason Unger, and Donald Whitman, appointed as the Board of Canvassers because of our positions on the governing board in the jurisdiction of Flandreau for the Municipal Election held on the 9th day of June, 2020, hereby certify that the foregoing is a true abstract of the votes cast in the jurisdiction of Flandreau at the election as shown by the returns certified to the person in charge of the election.

  
 Mayor Mark R. Bonrud

  
 Alderman Brad Bjerke

  
 Alderman N. Bob Pesall

  
 Alderman Dan Sutton

  
 Alderman Karen Tufty

Absent  
 Alderman Jason Unger

Absent  
 Alderman Donald Whitman

Sworn before me this 12<sup>th</sup> day of June 2020.

  
 Karen Gundvaldson  
 Finance Officer

## Agenda Action Form Flandreau City Council

Meeting Date: 6/15/2020

**Title:** Approval of Agreements with FSST and MRES for Solar Interconnection and Power Purchase for Small Renewable Generation

Motion       Resolution       Ordinance       Other

**Background Information:** The Public Utilities Regulatory Act of 1978 requires electric utilities to buy power from qualifying generation facilities. On December 18, 2017, the City of Flandreau adopted a Workbook that was developed by Missouri River Energy System which provides guidance for members for implementing policies, procedures and requirements for customer-owned distributed generation (solar power) that operates in parallel with the City's electric distribution system. The Flandreau Santee Sioux Tribe made application with the City in 2019 for the installation of solar power at ten locations. Each Small Renewable Generation Application was submitted to DGR Engineering for review for compliance with technical requirements for interconnection as contained in the Workbook. Following review of the required submissions, DGR has advised the City that the applications are complete and that the technical requirements for interconnection will be satisfied by FSST. Once in operation, by terms of the agreement, MRES is obligated to purchase all solar power that is generated, and FSST will receive billing credits from Flandreau Electric for power generated at the rate established by PURPA, which is currently 3.14 cents per kilowatt hour minus any loss factor adjustment. There will be separate agreements for each of these FSST locations: RV Park, FSST Office, Grace Moore Building, Counsel Office, Old Medical Building, Community Center, New Clinic, Eastman Hall, Wellness Center, and Pharms.

**Justification:** FSST is establishing solar power generation as a Qualifying Facility within its rights under PURPA and in accordance with the terms and requirements of the City's adopted policies for interconnection of electric generation facilities.

**Financial Consideration:** There will be some revenue reduction associated with reduced power sales to FSST.

**City Administrator's Recommendation:** Approval

**Attachments:** Agreement for Solar Interconnection and Power Purchase for one of the locations noted above.

**INTERCONNECTION AND POWER PURCHASE AGREEMENT  
– SMALL RENEWABLE GENERATION (<40kW)**

**BETWEEN THE**

**CITY OF FLANDREAU  
FLANDREAU SANTEE SIOUX TRIBE OF SOUTH DAKOTA  
AND  
MISSOURI RIVER ENERGY SERVICES**

**FOR LOCATION  
1315 SOUTH VETERANS STREET,  
FLANDREAU, SOUTH DAKOTA**

**DATED \_\_\_\_\_, 2020**

**Appendix B**  
**INTERCONNECTION AND POWER PURCHASE AGREEMENT –**  
**SMALL RENEWABLE GENERATION (<40kW)**

This Interconnection and Power Purchase Agreement – Small Renewable Generation (<40kW) (the “Agreement”) is made and entered into \_\_\_\_\_, 20\_\_\_\_, by and among Missouri Basin Municipal Power Agency, d/b/a Missouri River Energy Services, 3724 West Avera Drive, PO Box 88920, Sioux Falls, SD 57109-8920, a body politic and corporate and public agency organized in Iowa and existing under the laws of the States of Iowa, Minnesota, North Dakota and South Dakota (“MRES”), the City of Flandreau (“Utility”), and the Flandreau Santee Sioux Tribe of South Dakota, with an address as set forth in Exhibit A hereto (“Customer”).

RECITALS

- A. Customer has installed, or plans to install, electric generating facilities rated at less than 40 kilowatts of electricity on certain real property owned or leased by Customer, which facilities and property are more particularly described in Exhibit A hereto. The generating facilities are hereinafter referred to as the “Qualifying Facility”.
- B. Utility is a municipal utility that owns and operates an electrical distribution system (the “Utility System”) and provides retail electric power to Customer and other customers.
- C. MRES is a joint action agency that supplies wholesale electric power supply to Utility pursuant to a long-term exclusive supply contract that requires Utility to purchase from MRES all electric power supply in excess of that provided by Western Area Power Administration.
- D. Pursuant to a waiver/agreement with the Federal Energy Regulatory Commission under the Public Utilities Regulatory Policies Act (“PURPA”), MRES is required to purchase power from “qualifying facilities,” as defined by PURPA, and Utility is required to interconnect, supply power to, and allow qualifying facilities to operate in parallel with the Utility System. MRES and Utility are also permitted, but not required, to take such actions with respect to electric generating facilities which do not constitute “qualifying facilities” under PURPA.
- E. Customer desires to interconnect and operate the Qualifying Facility in parallel with the Utility System and sell power generated by the Qualifying Facility to MRES, and Utility and MRES are willing to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope and Purpose. This Agreement sets forth the terms and conditions under which the Qualifying Facility may be interconnected to, and operated in parallel with, the Utility System and under which MRES will purchase power generated by the Qualifying Facility. This Agreement does not constitute an agreement by MRES or Utility to deliver power generated by the Qualifying Facility or to provide any services to Customer except as described in this Agreement.
2. Interconnection Rules. The procedures and technical requirements

governing the interconnection and operation of the Qualifying Facility are described in the documents of Utility entitled “Small Renewable Generation Interconnection Procedure for Inverter Connected Systems Rated Less Than 40kW” (the “Procedures”) and “Small Renewable Generation Interconnection Requirements for Inverter Connected Systems Rated Less Than 40kW” (the “Requirements”), each as may be amended by Utility from time to time (collectively, the “Interconnection Rules”). Utility shall have the right to amend the Interconnection Rules from time to time in its sole discretion. The Interconnection Rules are incorporated and made part of this Agreement by this reference. Customer acknowledges it has received a copy of the Interconnection Rules and agrees to comply with the terms of the Interconnection Rules. In the event any terms of this Agreement conflict with the terms of the Interconnection Rules, the terms of this Agreement shall govern.

3. Point of Common Coupling. The point where the electrical facilities of the Utility System electrically connect to the electrical facilities of the Qualifying Facility is the “Point of Common Coupling” as shown on the diagram attached hereto as Exhibit B. Exhibit B shall depict the Point of Common Coupling, the location of meter(s), the point of delivery, and such other detail as may be required by Utility. Customer and Utility shall interconnect the Qualifying Facility to the Utility System at the Point of Common Coupling in accordance with the Interconnection Rules and all applicable laws, regulations and prudent utility practices. Utility and Customer shall each own and be responsible for the installation, maintenance and repair of the lines, wires, switches and other equipment on their respective sides of the Point of Common Coupling. Unless otherwise specified in Exhibit A, Customer, at its cost, shall furnish, install, own, maintain and repair all interconnection equipment required at the Point of Common Coupling, in accordance with the Interconnection Rules and applicable laws, regulations and prudent utility practices. Final electrical connections between the Utility System and the Qualifying Facility shall be made by Utility.

4. Installation, Operation and Maintenance of Qualifying Facility. Customer shall install, operate and maintain the Qualifying Facility in accordance with the terms of this section.

a. Responsibility; Standards. Customer shall install, operate, maintain, repair and inspect the Qualifying Facility and shall be fully responsible for the Qualifying Facility, unless otherwise specified in Exhibit A. Customer’s installation, operation, maintenance and repair of the Qualifying Facility shall be in accordance with this Agreement, the Interconnection Rules, all applicable laws, regulations, ordinances and building codes, and, as applicable, the National Electrical Safety Code (“NESC”), American National Standards Institute (“ANSI”), Institute of Electrical and Electronic Engineers (“IEEE”), National Electrical Code (“NEC”), and Underwriter’s Laboratory (“UL”). In addition, Customer shall maintain the Qualifying Facility in accordance with applicable manufacturers’ recommended maintenance schedules.

b. Costs. Unless otherwise specified in Exhibit A, Customer shall be responsible for all costs associated with the Qualifying Facility, including all costs of installation, operation, maintenance, inspection and repair. Any costs incurred by Utility due to interconnection of the Qualifying Facility which exceed interconnection costs that would be incurred to interconnect a comparable non-generating customer shall be paid by Customer.

c. Permits. Prior to installation of the Qualifying Facility, Customer shall obtain all environmental and other permits required by any governmental authorities to install, own and operate the Qualifying Facility. Customer shall maintain and comply with the requirements of all such permits during the term of this Agreement.

d. Disruption to Utility System. Customer shall design, install, equip, maintain, operate and repair the Qualifying Facility to insure that the Utility System and Utility's service to other customers are not adversely affected by the Qualifying Facility, either due to disruptions to the Utility System or power quality issues.

e. Alterations. Customer shall not materially alter, modify or add to the Qualifying Facility without receiving prior written consent of Utility in accordance with this subsection. Not less than twenty (20) days prior to the commencement of any proposed alteration, modification or addition to the Qualifying Facility, Customer shall notify Utility of the proposal and provide Utility with all information reasonably required by Utility to review such proposal, including any change in generation capacity of the Qualifying Facility and any alterations to applicable interconnection equipment. Utility shall have ten (10) days to either deny Customer's proposal, consent to Customer's proposal with conditions, or consent to Customer's proposal without conditions.

f. Operator in Charge. Customer shall identify an individual (by name or title) who will act as "Operator in Charge" of the Qualifying Facility. This individual must be familiar with the terms of this Agreement, the Interconnection Rules, and any other laws, regulations or agreements that may apply to the Qualifying Facility.

5. Operation of Utility System. Utility shall operate, maintain and repair the Utility System in accordance with this Agreement, the Interconnection Rules, all applicable laws, rules, ordinances and building codes, and, as applicable, the NESC, ANSI, IEEE, NEC, and UL.

6. Electric Service. Utility shall provide electric service to Customer for the electricity requirements of Customer not supplied by the Qualifying Facility. Such electric service shall be supplied by Utility under the rules and rate schedules of Utility applicable to Customer's class of service, as revised from time to time by Utility in its sole discretion.

7. Cooperation. Customer and Utility shall promptly notify one another upon the occurrence of any malfunction error, disturbance, emergency or hazardous condition relating to its facilities which may adversely impact the safety or effective operation of the other party's facilities.

8. Metering.

a. Metering Equipment. Utility shall purchase, own, install and maintain such metering equipment as is necessary to meter all electrical energy of the Qualifying Facility delivered to the Utility System. The metering equipment and cost responsibilities associated with such equipment are set forth in Exhibit A. Utility shall test the metering equipment on a scheduled basis. If the metering equipment fails to register proper

amounts or the registration thereof becomes so erratic as to be meaningless, the energy delivered to the Utility System shall be determined by Utility from the best information available.

b. Metering Arrangement. The metering arrangement used to meter and record electrical energy delivered from the Qualifying Facility to the Utility System, and from the Utility to Customer, is described in attached Exhibit C.

9. Testing. Customer shall test the Qualifying Facility and interconnection equipment and provide to Utility all records of testing in accordance with the Interconnection Rules. Such testing shall occur prior to commencement of operation of the Qualifying Facility and periodically thereafter, in accordance with the Interconnection Rules or as otherwise requested by Utility. Utility and MRES shall have the right to witness all field testing and review all records prior to allowing the Qualifying Facility to commence normal operations. Such tests are for purposes of assuring the protection and operation of the Utility System and in no way represent any assurance of protection and operation of the Qualifying Facility.

10. Right of Access; Inspection. Utility and MRES shall have the right to inspect the Qualifying Facility and observe the Qualifying Facility's installation, commissioning, startup, operation and maintenance. Utility and MRES shall have access to the Qualifying Facility for any reasonable purpose in connection with the interconnection described in this Agreement or the Interconnection Rules or to provide service to other customers.

11. Disconnection. The Qualifying Facility shall or may be disconnected from the Utility System at such times as described in, and in accordance with, the terms of this section.

a. Disconnection by Customer. Customer shall disconnect the Qualifying Facility from the Utility System upon the effective date of the termination of this Agreement as described in Section 18 below.

b. Disconnection by Utility. Utility shall have the right to disconnect, or cause Customer to disconnect, the Qualifying Facility from the Utility System for the following reasons: (i) to allow Utility to operate, construct, install, maintain, repair, replace or inspect any facilities of Utility; (ii) the disruption or potential disruption of the Utility System as described in Section 4(d) above; (iii) the presence of a condition which could cause injury or loss of life or damage to the Utility System or property of a third party; (iv) if Utility is required to disconnect by MRES or Utility's transmission provider; (v) Customer's noncompliance with the terms of this Agreement; (vi) the termination of this Agreement as provided in Section 18 below; or (vii) any other reason for disconnection as set forth in the Interconnection Rules. Utility shall use reasonable efforts to provide prior notice and coordination of any disconnection of the Qualifying Facility due to routine maintenance, repairs or modifications to the Utility System. Neither Utility nor MRES shall be liable to Customer for any damages, losses or other liabilities, including consequential damages, due to the disconnection of the Qualifying Facility as described in this section.

12. Interconnected Operation. Customer may operate interconnected with the Utility System only in accordance with this Agreement and the Interconnection Rules. Utility, MRES and Customer shall comply with all requirements of the transmission provider and any regulatory authorities having jurisdiction over distributed generation interconnected to the Utility System.

13. Power Sales to MRES. MRES shall purchase all electrical energy generated by the Qualifying Facility which is delivered to the Utility System. The rate paid by MRES for such electrical energy shall be equal to the sum of: (a) the MRES PURPA Rate for qualifying facilities of 100kW or less, as adjusted from time to time by MRES in its discretion, and (b) the Loss Factor Adjustment, as adjusted from time to time by MRES and Utility in their discretion. The MRES PURPA Rate and the Loss Factor Adjustment, along with their currently applicable amounts, are described in attached Exhibit C. Customer shall receive payment for electrical energy sales to MRES through a credit on Customer's monthly invoice from Utility, which credit may be one month in arrears. MRES, in turn, shall credit the monthly wholesale power supply bill submitted by MRES to Utility in an amount equal to the electrical energy purchases of MRES from the Qualifying Facility during the preceding month. Utility shall provide to MRES, as soon as available following the end of each month, data indicating the amount of electrical energy purchased by MRES from the Qualifying Facility during the preceding month.

14. Limitation of Liability. Each party's liability to the other parties herein for failure to perform its obligations under this Agreement shall be limited to the amount of direct damages actually incurred. In no event shall a party be liable to another party under this Agreement for any punitive, incidental, indirect, special or consequential damages, including for loss of business opportunity or profits. In addition, and notwithstanding any other provision in this Agreement, Utility's liability to Customer under this Agreement shall be further limited as set forth in Utility's tariffs and/or terms and conditions for electric service, which limitations are incorporated herein by this reference.

15. Indemnification. Each party shall indemnify, defend and hold harmless the other parties from and against any and all damages, losses, claims, costs and expenses, including reasonable attorneys' fees and courts costs but excluding damages described in Section 14 above, arising out of or resulting from such party's performance or non-performance of its obligations under this Agreement, except to the extent such damages, losses or claims were caused by the negligence or intentional acts of the party to be indemnified.

16. Insurance. If the Qualifying Facility has a nameplate capacity of 10 kilowatts or less, Customer shall maintain general liability insurance coverage, such as homeowner's insurance, in an amount sufficient to insure against all reasonably foreseeable direct liabilities in light of the size of the Qualifying Facility. If the Qualifying Facility has a nameplate capacity of more than 10 kilowatts, Customer shall maintain general liability insurance no less than an amount determined by Utility, provided Utility's requirement does not exceed \$300,000. All such insurance shall include coverage against claims for damages resulting from bodily injury, death and property damage arising out of Customer's ownership and operation of the Qualifying Facility. Such insurance, by proper endorsement, shall include Utility as an additional insured and shall provide for thirty (30) days' written notice to Utility of cancellation, termination, alteration or material change of such insurance. Customer shall furnish proof of the insurance required by this section prior to initial

operation of the Qualifying Facility and thereafter as requested by Utility.

17. Default; Remedies. A party shall be in default under this Agreement if such party fails to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within thirty (30) days' after receiving written notice from another party, which notice shall identify the basis of the default. If a default is not cured within the cure period, the non-defaulting party or parties shall have the right to terminate this Agreement by written notice to the defaulting party, shall be relieved of any further obligation under this Agreement, and shall be entitled to pursue all other damages and remedies available under this Agreement or at law or in equity.

18. Term. This Agreement shall take effect upon execution by all parties hereto and shall remain in effect unless terminated in accordance with this section. This Agreement may be terminated as follows: (a) any party may terminate this Agreement at any time upon ninety (90) days' written notice to the other parties; (b) Utility or MRES may terminate this Agreement at any time upon thirty (30) days' written notice to the other parties if the Qualifying Facility is not, or at any time ceases to be, a "qualifying facility" under PURPA; (c) any party may terminate this Agreement after a default under Section 17 above; and (d) MRES may terminate this Agreement upon sixty (60) days' written notice to the other parties in the event MRES determines that its purchase of electrical energy generated by the Qualifying Facility under Section 13 above would result in cost greater than those which MRES would incur if it did not make such purchases, as permitted by the PURPA waiver/agreement described in Recital D above. In the event this Agreement is terminated pursuant to subsection (d), Utility and Customer shall enter into a new agreement which defines their respective rights and obligations with respect to the interconnection and operation of the Qualifying Facility to and with the Utility System in accordance with PURPA.

19. Force Majeure. For purposes of this Agreement, a force majeure event is any event that is beyond the reasonable control of the affected party and that the affected party is unable to prevent by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, terrorism, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lightning, storms or other acts of God; explosions or fires; strikes, work stoppages or labor disputes; pandemic disease or illness; embargoes; and sabotage. If a force majeure event prevents a party from fulfilling its duties under this Agreement, such party shall promptly notify the other party in writing and shall keep the other party informed on a continuing basis of the scope and duration of the force majeure event. The affected party shall specify the circumstances of the force majeure event, its expected duration, and the steps being taken to mitigate the effect of the event. The affected party shall be entitled to suspend or modify its performance under this Agreement but will use reasonable efforts to resume its performance as soon as possible.

20. Non-Warranty. Neither by inspection, if any, nor by non-rejection or in any other way does Utility or MRES give or make any warranty, express or implied, as to the adequacy, safety or other characteristics of any lines, wires, switches, or other equipment or structures owned, installed or maintained by Customer.

21. Assignment. Customer may assign this Agreement to an entity or individual to whom Customer transfers ownership of the Qualifying Facility, so long as Customer obtains prior written consent of Utility and MRES, which consent shall not be unreasonably withheld, and such assignee agrees in writing to assume all obligations of Customer under this Agreement. Utility and/or MRES may assign this Agreement upon written notice to Customer.

22. No Waiver. The failure of a party to insist, on any occasion, upon strict performance of any provision of this Agreement shall not be considered to waive the obligations, rights or duties imposed upon the parties.

23. Notices. Notices given under this Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties set forth in the opening paragraph of this Agreement. Such addresses may be changed by written notification to the other parties.

24. Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

25. Entire Agreement; Amendments. This Agreement, including the Interconnection Rules and all Exhibits hereto, constitutes the entire agreement and understanding between the parties concerning the subject matter of this Agreement. The parties are not bound by or liable for any statement, representation, promise, understanding or undertaking of any kind or nature, whether written or oral, with regard to the subject matter hereof not set forth or provided for herein. It is expressly acknowledged that the parties may have other agreements covering other services not expressly provided for in this Agreement, which agreements are unaffected by this Agreement. This Agreement may be amended only upon mutual agreement of the parties, which amendment will not be effective until reduced to writing and executed by the parties.

Governing Law; Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the state in which Utility is located.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Interconnection and Power Purchase Agreement – Small Renewable Generation (<40kW) to be signed by their respective duly authorized representatives.

CITY OF FLANDREAU

FLANDREAU SANTEE SIOUX TRIBE  
OF SOUTH DAKOTA

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: Tribal President  
DATE: \_\_\_\_\_

MISSOURI RIVER ENERGY SERVICES

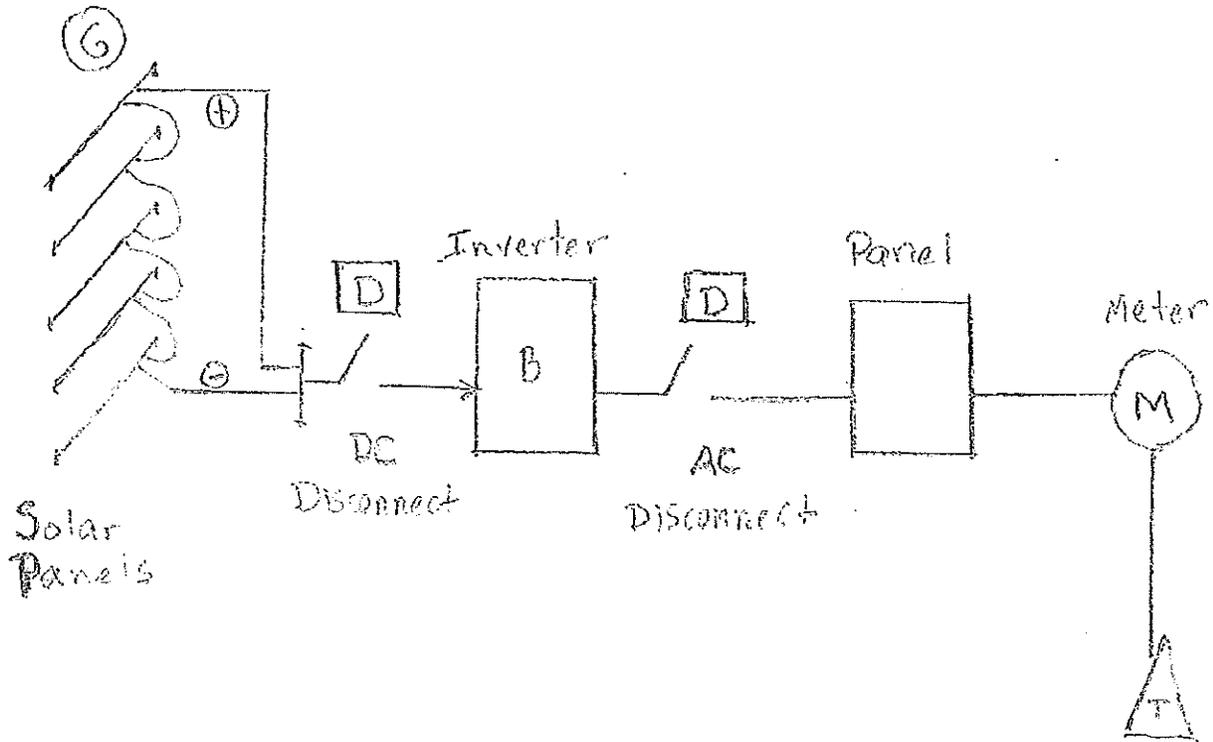
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF QUALIFYING FACILITY

1. Name and Address of Customer:  
Flandreau Santee Sioux Tribe of South Dakota  
603 W Broad Ave, Flandreau, SD 57028
  
2. Location of Qualifying Facility (mailing address or legal description of property):  
1315 S Veterans St, Flandreau, SD 57028
  
3. Description of Qualifying Facility (make, model):  
PV solar array using Silfab 380 watt panels
  
4. Interconnected capacity (kW):  
40k W
  
5. Interconnection voltage:  
480V AC
  
6. Technical aspects of metering (type, voltage, location, loss adjustments, other):  
Devalue export.
  
7. Equipment to be furnished by Utility, if any:  
None.
  
8. Cost responsibilities of Utility, if any:  
Program meter for bidirectional use.

**EXHIBIT B  
ONE LINE DIAGRAM OF POINT OF INTERCONNECTION**

**CUSTOMER ELECTRICAL SCHEMATIC**



Check-Mark All Protective Devices at Connection "B"			
<input type="checkbox"/> 21: Distance function	<input checked="" type="checkbox"/> 25: Synchronism check	<input checked="" type="checkbox"/> 27: Undervoltage function	<input type="checkbox"/> 32: Reverse Power Function
<input type="checkbox"/> 46: Reverse Phase	<input type="checkbox"/> 47: Phase Sequence	<input type="checkbox"/> 50: Instantaneous overcurrent	<input type="checkbox"/> 50G/50N: Inst. Grd overcurrent
<input type="checkbox"/> 51: Inverse time overcurrent	<input type="checkbox"/> 51G/51N: Inv. Grd overcurrent	<input type="checkbox"/> 52: Circuit breaker	<input checked="" type="checkbox"/> 59: Overvoltage function
<input type="checkbox"/> 67: Directional overcurrent	<input type="checkbox"/> 67G/67N: Directnl Grd overcurrent	<input type="checkbox"/> 68: Out-of-step function	<input type="checkbox"/> 81: Frequency function
<input checked="" type="checkbox"/> 81O/U: Over/Under frequency	<input type="checkbox"/> 81R: Rate-of-change frequency	<input checked="" type="checkbox"/> 86: Lockout relay	<input type="checkbox"/> 94: Auxilliary tripping relay
<b>REQUIRED MINIMUM PROTECTIVE RELAYS FOR ALL CLASSES. SEE TABLE 1 FOR ADDITIONAL REQUIREMENTS FOR CLASS II AND III.</b>			

EXHIBIT C  
METERING ARRANGEMENT AND PURCHASE RATE

1. MRES PURPA Rate. The rate to be paid by MRES for electrical energy purchased from the Qualifying Facility under Section 13 of the Agreement shall be equal to the MRES PURPA rate for 100kW or less, as established by MRES in its sole discretion each year or upon other intervals as determined by MRES. The MRES PURPA rate for 100kW or less for 2010 is \$0.0265/kWh. MRES shall notify Utility, and Utility shall notify Customer, of any change in such rate adopted by MRES. Customer's right to payments under Section 13 is subject to Customer's compliance with the terms, covenants and conditions of the Agreement.

2. Loss Factor Adjustment. The MRES PURPA Rate for 100 kW or less, as described in Section 1 above, shall be increased by a percentage factor to reflect the savings resulting from reduced Utility System losses associated with electrical energy purchased from the Qualifying Facility under Section 13 of the Agreement. For example, if the Loss Factor Adjustment was 5%, the Loss Factor Adjustment to the 2010 MRES PURPA Rate, in dollars, would be \$0.001325 ( $\$0.0265 \times 0.05$ ), causing the total combined rate paid for power purchased from the Qualifying Facility to be \$0.027825/kWh. Utility and MRES shall establish the Loss Factor Adjustment each year or upon other intervals as they determine, and Utility shall notify Customer of any change in this factor. The Loss Factor Adjustment for 2010 is 2.50 %.

3. Metering Arrangement. The metering shall be such that all power delivered to Utility from the Qualifying Facility (net of Customer's own use) shall be measured separately from power delivered from Utility to Customer. The meter measuring power delivered to Customer shall not permit reduction of measured power already delivered to Customer during periods when the Qualifying Facility generation exceeds Customer demand. The meter may not run backwards. Utility shall credit Customer's monthly bill for power received by the Utility System and purchased by MRES.

4. Environmental Attributes. Power purchased by MRES from the Qualifying Facility does not include any environmental attributes (i.e., renewable energy credits), if any, associated with the environmental character of the Qualifying Facility, nor any federal income tax credits for renewable energy that are accruable to Customer with respect to the Qualifying Facility.

## Agenda Action Form Flandreau City Council

Meeting Date: 6/15/2020

**Title:** Approval of CARES Grant Offer for the Flandreau Municipal Airport

Motion       Resolution       Ordinance       Other

**Background Information:** The Coronavirus Aid, Relief, and Economic Security Act provides funding to airports to help offset a decline in revenues associated with COVID-19. The Flandreau Airport is eligible for \$20,000 under the Act.

**Justification:** This grant is offered to the City with conditions that are attached to the Agreement. All required conditions are attainable and acceptable. The identified use of the grant funds is for the purchase of a commercial lawn mower that will be dedicated to the facility for use on grass on and around the airport facilities.

**Financial Consideration:** There is no matching funds requirement.

**City Administrator's Recommendation:** Approve

**Attachments:** Grant Transmittal Letter and Agreement.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Great Lakes Region  
Minnesota, North Dakota, South Dakota

3-46-0077-012-2020  
FAA DMA ADO  
2301 University Dr. Bldg.  
23B  
Bismarck, ND 58504

## CARES Act Grant Transmittal Letter

The Honorable Mark Bonrud  
1005 West Elm Avenue  
Flandreau, SD 57028

Dear Mayor Bonrud:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-46-0077-012-2020 for the Flandreau Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than July 2, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Brian Schuck by email that the grant is administratively and financially closed. Brian Schuck is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

David P. Anderson  
Deputy Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## CARES ACT AIRPORT GRANTS AGREEMENT

### Part I - Offer

Federal Award Offer Date \_\_\_\_\_

Airport/Planning Area Flandreau Municipal Airport

CARES Grant Number 3-46-0077-012-2020

Unique Entity Identifier 034529818

TO: City of Flandreau  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated May 22, 2020, for a grant of Federal funds at or associated with the Flandreau Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Flandreau Municipal Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Flandreau Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$20,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before July 2, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**17. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**18. Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
1. Is determined to have violated a prohibition in paragraph A of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –

- a. Associated with performance under this award; or
  - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
  4. Our right to terminate unilaterally that is described in paragraph A of this section:
    - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

#### **19. Employee Protection from Reprisal.**

##### **A. Prohibition of Reprisals —**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

### SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

---

*(Signature)*

---

*(Typed Name)*

---

*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

City of Flandreau

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Dakota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

**CARES ACT ASSURANCES**  
**AIRPORT SPONSORS**

---

**A. General.**

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

**B. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

###### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

##### **3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

##### **4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Flandreau, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

## Agenda Action Form Flandreau City Council

Meeting Date: 6/15/2020

**Title:** Approve Materials Purchase from Moody County Bids

Motion       Resolution       Ordinance       Other

**Background Information:** The Moody County Highway Department advertises annually for bids for street materials (crushed gravel, screened gravel, pea rock, crushed quartzite, hot and cold asphalt mix, crushed quartzite rip-rap, and road oil). Upon authorization by Council, the City of Flandreau Street Department is able to receive the same bid prices accepted by Moody County for the listed street materials.

**Justification:** Contract for the best prices available when materials are needed

**Financial Consideration:** 2020 Budget, Street Department

**City Administrator's Recommendation:** Approval

**Attachments:** Moody County Commission minutes dated April 7th, 2020 that reflect all bids awarded

Moody County Commissioners - Tentative Agenda  
Meeting Location: Moody County Courthouse, 2<sup>nd</sup> Floor – 101 E Pipestone Ave., Flandreau, SD  
Tuesday April 7, 2020

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9:00 Call to Order  
Pledge of Allegiance

Approve Agenda

Consent Agenda Items:

A. Minutes 20200317

Community Comments

9:05 Joint Board of Planning

Plat of Tract 1 of Pickard's Addition

9:15 Kristina Krull, Auditor - Election, Automatic Budget Supplement

9:30 Commissioner Schiefelbein – ICAP Updates

9:35 Marc Blum, Highway Superintendent – Bid Opening

9:45 Marty Skroch, Commission Assistant – 2<sup>nd</sup> April Meeting Date, Staffing, Fairground Updates, COVID-19

10:00 Janii White, Public Health Nurse – Public Health Updates

10:15 DeAnna Berke, Director of Equalization – Annual Review

OTHER BUSINESS:

Warrants

UNAPPROVED MINUTES OF  
April 7, 2020

The Moody County Commissioners met telephonically in regular session on Tuesday, April 7, 2020 at 9:00 AM, with the following members present: Chair Carla Bruning, John Schiefelbein, Tom Ehrichs, Dan Miles, Rick Veldkamp and Kristina Krull, Auditor as Clerk of the Board. Also present Marty Skroch, Commission Assistant, Brenda Wade Schmidt, Moody County Enterprise, Paul Lewis, States Attorney, Tawny Brewer, Deputy Auditor, Terry Albers, Emergency Manager, Kendra Eng, Zoning Administrator, and David and Gwen Reker, Moody County Residents.

To the Honorable Board of County Commissioners, Moody County:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County as of March 31, 2020, which includes money collected for schools, cities, townships and state:

Total amount of deposits in bank:	\$ 7,912.33
Total amount of actual cash:	\$ 5,741.17
Register of Deeds cash:	\$ 247.00
Total amount of checks and drafts in Treasurer's possession not exceeding 3 days:	\$ 12,437.95
Outstanding Credit Card payments:	\$ 1,211.90
Itemized list of all items, checks and drafts which have been in the treasurer's possession over 3 days:	\$ 160.87
First National Bank Flandreau CD	\$ 0.00
First National Bank Flandreau Savings	\$ 1,811,187.68
Flandreau First Savings Bank CD	\$ 4,375,000.00
TOTAL	\$ 6,213,898.90

Dated this 8<sup>th</sup> day of April, 2020  
Kristina Krull  
Moody County Auditor

Chair Bruning called the meeting to order. Motion by Schiefelbein, seconded by Miles to approve the agenda. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none. Motion by Veldkamp, seconded by Ehrichs to approve the minutes from March 17, 2020 with the following changes: Motion by Miles, seconded by Ehrichs to approve the following plat resolution, with all members voting "aye". Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none.

Motion by Ehrichs, seconded by Miles to adjourn and to conduct business as the Joint Board of Commissioners and Planning at 9:17 AM. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none. Kendra Eng, Zoning Administrator reviewed one plat with the Board. Motion by Miles, seconded by Veldkamp to approve the following plat resolution. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none.

COUNTY COMMISSION

"BE IT RESOLVED by the County Commission of Moody County, South Dakota, that the plat of TRACT 1 OF PICKARD'S ADDITION IN SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 108 NORTH, RANGE 50 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, MOODY COUNTY, SOUTH DAKOTA, be and the same is hereby approved.

I hereby certify that the above is a correct copy of the resolution duly passed by the County Commission, at a meeting held on the date adopted.

Adopted this 7<sup>th</sup> day of April, 2020.

Kristina Krull  
County Auditor  
Moody County, South Dakota

Motion by Schiefelbein, seconded by Ehrichs to adjourn and resume regular session at 9:20 AM. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none.

Marc Blum, Highway Superintendent met with the Board to present bids that were received and opened at an advertised bid opening April 3, 2020. The following bids were received for crushed/screened gravel:

**3/4" CRUSHED GRAVEL (CR) / 1" SCREENED GRAVEL (SC)**

	Delivered FOB	Picked Up	Pit Location
Bowes Construction – Brookings, SD		\$5.00/ton (CR)	Egan Pit
Bowes Construction – Brookings, SD		\$6.00/ton (CR)	Bushnell
Bowes Construction – Brookings, SD		\$6.00/ton (CR)	White
B&H Construction – Elkton, SD	\$8.25/ton (CR)	\$4.25/ton (CR)	Knotty Pine
Johnson Bros – Madison, SD		\$4.60 (SC)	Rutland

Motion by Miles, seconded by Veldkamp to accept all bids for the 3/4" crushed gravel, with use depending on location. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none. The following bids were received for 3/8" pea rock and crushed quartzite:

**3/8" PEA ROCK (PR) / 3/8" CRUSHED QUARZITE (CQ)**

	Delivered FOB	Picked Up	Location
Concrete Materials – Sioux Falls, SD		\$11.60/ton (PR)	Corson, SD
LG Everist – Sioux Falls, SD	\$14.75/ton (PR)	\$7.75/ton (PR)	Brookings, SD
LG Everist – Sioux Falls, SD	\$26.10/ton (CQ)	\$19.10/ton (CQ)	Dell Rapids, SD
Johnson Bros – Madison, SD	\$11.00/ton Double Washed	\$7.50/ton (PR)	Rutland, SD

Motion by Schiefelbein, seconded by Ehrichs to accept all bids on the 3/8" pea rock or crushed quartzite, with use depending on location. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none. The following bids were received for asphalt mix (hot and cold):

**ASPHALT MIX (HOT & COLD)**

	Cold Mix	Hot Mix	UPM
Concrete Materials – Sioux Falls, SD	\$115.50/ton	\$58.50/ton	\$173.25/ton
Bowes Construction – Brookings, SD		\$57.50/ton	
Myrl & Roy's-Sioux Falls, SD		\$56.80/ton	

Motion by Miles, seconded by Schiefelbein to accept all bids for the asphalt mix, with use depending on location. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none. The following bids were received for crushed quartzite rip-rap:

**CRUSHED QUARTZITE RIP-RAP**

	Picked Up	Location
LG Everist – Sioux Falls, SD	\$16.20/ton (CQ)	Dell Rapids, SD

Motion by Veldkamp, seconded by Miles to accept all bids for the crushed quartzite rip-rap, with use depending on location. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none. The following bids were received for road oil:

**ROAD OIL**

	Product	Delivered	Location
Jebro – Sioux City, IA	MC-3000	\$506.71/ton	Corson, SD
Jebro – Sioux City, IA	MC-800	\$556.71/ton	Corson, SD

Motion by Ehrichs, seconded by Schiefelbein to accept all bids for road oil, with use depending on location. Voting

Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none. Motion by Veldkamp, seconded by Ehrichs to hire Robert Bowden, Temporary Full-Time Deputy Sheriff at Grade 16/Step A \$17.05/hour, effective April 13, 2020. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none. Motion by Miles, seconded by Schiefelbein to hire Zachory West, Dispatcher at Grade 11/Step A \$15.09/hour, effective April 27, 2020. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none.

Janii White and LeAnn Amdahl County Health Nurse joined the meeting to discuss any questions or concerns the Board may have regarding COVID19. There are no cases in Moody County yet and there are no major concerns.

The Board held their annual review of DeAnna Berke, Director of Equalization in accordance of SDCL 10-3-14 . The Board agrees Director Berke is doing great work for Moody County and thanked her for her for everything she does.

The following reports were received and filed in the Auditor's Office: Register of Deeds fees \$9005.50, Civil Warrant and pistol fees \$2425.60.

Motion by Veldkamp, seconded by Schiefelbein to approve the following claims and issue warrants, Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none: General: A&B Business, supplies 210.22, Avera Flandreau Medical Center, county nurse/supplies 3,141.67, Axon Enterprise, Inc., supplies 1,000.00, Barnes & Noble Inc., publications 100.29, Booster, publications 464.00, Bound Tree Medical, supplies 135.43, Bruning & Lewis Law Firm, 1<sup>st</sup> half of April 5,092.63, Century Business Products, copier maintenance 75.28, City of Flandreau, utilities 2,052.68, Dakota Data Shred, supplies 57.95, Dakotabilities, 2<sup>nd</sup> quarter contribution 900.00, Daniel P Feldhaus, ct reporter 550.80, Division of Motor Vehicles, remit 15.00, Eng Services, solid waste disposal 340.00, Moody Count Enterprise, publications 835.25, First Bankcard, supplies/postage/travel 892.22, Hillyard, supplies 39.61, Interlakes, service 715.92, Krull's Garage, repairs 389.59, Lake County Sheriff, housing 3965.00, Lincoln County Treasurer, services 940.30, Martin's Flag Company Inc, supplies 485.28, Matheson Tri-Gas, supplies 173.67, Maynards, supplies 19.45, McLeod's Printing, supplies 696.79, MidAmerican Research Chemicals, supplies 973.14, MidAmerican Energy, natural gas 863.72, Minnehaha County Jail, housing 1,557.44, Juror, juror fees 469.72, Moody County Cares, Colman City remit 500.00, Patriot Electric, supplies 81.80, Bob Pesall, ct apt atry 5,750.00, Pheasantland Industries, supplies 187.62, Physician's Claims Company, services 3,305.61, SD Achieve, services 180.00, SD Public Assurance Alliance, insurance 53,993.73, SDACC, services 3,604.00, Trent Fire Department, supplies 160.00, Tyler Lumber Co., supplies 716.92, Vast, utilities 970.21, Verizon Wireless, mobile broadband 240.08, Wex Bank, fuel 1,008.56. Highway: Bowes Constructions, bridge construction 3,420.00, C & R Repair, repairs 748.78, City of Colman, utilities 96.59, City of Flandreau, utilities 643.06, Dakotaland Autoglass, Inc., repairs 1,600.00, Division of Motor Vehicles, remit 22.67, DWare Inc., software lease 3,050.00, Eng Services, solid waste 100.00, Moody County Enterprise, publications 27.36, I-State Truck Center, repairs 2,678.68, Johnny on the Spot, rental 200.00, Johnson Brothers Excavation, sand 1,360.33, Kimball Midwest, supplies 177.31, Krulls Garage, repairs 20.00, Locators & Supplies, Inc., supplies 577.22, MidAmerican Energy, natural gas 258.71, Napa Auto Parts, repairs 221.99, Power's Oil Co., gasoline 564.00, SD Public Assurance Alliance, insurance 18,172.46, Sturdevant's, repairs 10.79, Vast, utilities 309.42, Wheelco, repairs 1,812.12. 911: Century Link, utilities 384.77, Vast, utilities 9.29. Emergency Management: City of Flandreau, utilities 28.14 SD Public Assurance Alliance, insurance 524.83, Vast, utilities 37.16. 24/7 Sobriety: Pharmchem, Inc., blood alcohols 256.95. Mod & Pres Relief Fund: Tyler Technologies Inc., supplies 3,029.04. State Remittance: State Treasurer, motor vehicles 794.88. State 24/7 Fund: SD Attorney General, SCRAM 746.00. Motor Vehicle Clearing Fund: Division of Motor Vehicles, remit 159.00. March Payroll by Department: Commissioner 13,814.52, Auditor 10,075.98, Treasurer 14,084.93, States Attorney 13,993.40, General Government Building 4,994.28, Director of Equalization 7,930.03, Register of Deeds 8,655.37, VSO 1,662.48, Sheriff 37,799.68, Coroner 107.65, Ambulance 17,042.63, Library 6,032.30, Extension 4515.83, Soil Conservation 4,279.35, Drainage 308.54, Planning & Zoning 4,338.64, Highway 56,170.48, 911 18,806.10, Civil Defense 4,201.92, 24/7 Sobriety 1,075.34.

Motion by Miles, seconded Ehrichs to adjourn the meeting at 10:25 AM. Voting "aye": Schiefelbein, Miles, Ehrichs, Veldkamp. Voting "nay": none.

ATTEST: Kristina Krull  
Moody County Auditor

Carla Bruning, Chair  
Moody County Board of Commissioner

Received June 2<sup>nd</sup>, 2020:

*I am writing you to let you know about our **Annual Boys & Girls Club of Moody County Raffle** beginning Monday, June 8. We've held a raffle event for the past 8 years, last year raising over \$15,000 to support operations of the Boys & Girls Club of Moody County.*

*This year we will sell 500 raffle tickets for \$30 apiece starting June 8 – July 15. The grand prize for the raffle is a brand new Old Hickory Brand Lofted Shed which measures at 10' x 20'. The winner can also opt for a \$3,500 credit towards a different Old Hickory Shed or \$3,000 cash prize. Raffle ticket buyers will also have the chance to win early bird prizes in the weeks leading up to the event.*

*The purpose of this event is to raise funds that help the Club operate year round. The goal is for the cost of the event and prizes to be covered by sponsors in the community so that 100% of the proceeds go to the Boys & Girls Club of Moody County. We will be holding a virtual event on the evening of July 15 which will feature a variety of local entertainment and the raffle winner drawing occurring toward the end of the hour. (The winner will not need to be present to win.) The event will be held online at [greatfuturesd.org](http://greatfuturesd.org) and on our Facebook page at Boys & Girls Club of Mood County. It will be a free and fun-filled evening for anyone to join!*

*We have received state approval to begin ticket sales on June 8 and will plan to begin on that day. If you have any questions, concerns or comments in regard to our Boys & Girls Club of Moody County Raffle, please reach out, and let me know if there is anymore information you need from the Club.*

*Thank you for your work in our community and support of local non-profits,*

*Caitlyn Christy*